



THE CITY OF NEW YORK
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March 24, 2011

BY ECF

Honorable Frederic Block
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Kshawn Wilson v. City of New York, et al.
10 CV 4206 (FB) (ALC)

Your Honor:

I am the Assistant Corporation Counsel assigned to represent defendants City of New York and David Grieco in the above-referenced matter in the above-referenced matter. Enclosed please find a *Stipulation of Settlement and Order of Dismissal* which has been executed by the parties and is being submitted for the Court's endorsement and filing.

I thank the Court for its attention to this matter.

Respectfully submitted,

/S

Brian J. Farrar
Assistant Corporation Counsel

Enc.

cc: Robert Marinelli, Esq. (by ECF)
Attorney for plaintiff
305 Broadway, 14th Floor
New York, New York 10007

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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KSHAWN WILSON,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

10 CV 4206 (FB) (ALC)

THE CITY OF NEW YORK, POLICE OFFICERS
DAVID GRIECO (SHIELD NO. 18061), DANIEL
BARRETA (SHIELD NO. 29988) FLORENCIO
ARQUER (SHIELD NO. 1846), KELVIN PERALTA
(SHIELD NO. 6980), JOSEPH FERNANDEZ (SHIELD
NO. 22694),

Defendants.

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WHEREAS, plaintiff KShawn Wilson commenced this action by filing a complaint on or about September 15, 2010, alleging violations of his federal civil and state common law rights; and

WHEREAS, plaintiff KShawn Wilson filed an amended complaint on or about February 11, 2011; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants City of New York, David Greico, Daniel Barretta, Florencio Arquer, Kelvin Peralta and Joseph

Fernandez, with prejudice, and without costs, expenses, or attorney's fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff KShawn Wilson the sum of **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)** in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants City of New York, David Greico, Daniel Barretta, Florencio Arquer, Kelvin Peralta and Joseph Fernandez, and to release defendants, and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, Plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or

bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless the City of New York regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant City reserves the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
_____, 2011

Robert Marinelli, Esq.
Attorney for plaintiff
305 Broadway, 14th Floor
New York, New York 10007

By:



Robert Marinelli, Esq.

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City of New York
and David Grieco*
100 Church Street, Rm. 3-312
New York, New York 10007
(212) 341-0797

By:



Brian J. Farrar
Assistant Corporation Counsel

SO ORDERED:

Dated: New York, New York
_____, 2011

HON. FREDERIC BLOCK
UNITED STATES DISTRICT JUDGE